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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/815,725	03/23/2001	Debra Gayle Reece	41556/04714(RS11P060)	8191

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EXAMINER
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GORT, ELAINE L

ART UNIT	PAPER NUMBER
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3627

DATE MAILED: 06/23/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

## Office Action Summary

**Application No.**

09/815,725

**Applicant(s)**

REECE, DEBRA GAYLE

**Examiner**

Elaine Gort

**Art Unit**

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

### A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 24 March 2004.  
2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.  
3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-20 is/are pending in the application.  
4a) Of the above claim(s) 1-6 and 15-18 is/are withdrawn from consideration.  
5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.  
6) ☒ Claim(s) 8-14 is/are rejected.  
7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.  
8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.  
10) ☒ The drawing(s) filed on 01 June 2001 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).  
11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☐ All b) ☐ Some \* c) ☐ None of:  
1. ☐ Certified copies of the priority documents have been received.  
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).  
\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)  
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)  
3) ☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)  
Paper No(s)/Mail Date 4, 7, 7.5, 10.  
4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_.  
5) ☐ Notice of Informal Patent Application (PTO-152)  
6) ☐ Other: \_\_\_\_\_.

## DETAILED ACTION

### *Election/Restrictions*

1. Applicant's election without traverse of claims 8-14 in Paper No. 9 is acknowledged.

Claims 1-7 and 15-20 are withdrawn from further consideration pursuant to 37 CFR 1.142(b) as being drawn to a nonelected invention, there being no allowable generic or linking claim. Election was made **without** traverse in Paper No. 9.

### *Claim Rejections - 35 USC § 101*

2. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

3. Claims 8-14 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. Current office policy regarding method claims disclosed as requiring a computer but not claiming the use of a computer is to consider the claimed subject matter as non-statutory for failing to fall within the technological arts. Claims must be tied to a technological art. An example of how this rejection may be overcome is by tying the method to a computer.

Regarding claim 11 discussing a network, this rejection can be overcome by removing the functional language in claim 8, such as by omitting the terms "for" in claim 8 which would result in positively reciting the use of the network in claim 11.

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4. Claims 8-14 are rejected because they lack patentable utility. Claims 8-14 merely claim the manipulation of data ("logic for") but perform no concrete, useful or tangible result. An example of how this rejection may be overcome is by positively reciting the generation of a report or output of data.

### ***Claim Objections***

5. Claims 11-13 are objected to because of the following informalities: In claim 11 line 1 it appears the word "a" has been omitted prior to the term "network". Appropriate correction is required.

### ***Claim Rejections - 35 USC § 112***

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

6. Claims 8-14 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

It is unclear in claim 8 line 7 which terms are being referred to regarding "the terms". For example is this referring to the plurality of terms, the commercial terms, the brand identity terms or both the commercial terms and the brand identity terms? For purposes of this action it is assumed the Applicant intends this to mean both the commercial terms and the brand identity terms.

It is further unclear, for the same reason as above, in claim 12 line 1 regarding the words "the terms".

***Claim Rejections - 35 USC § 103***

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

8. Claims 8-14 are rejected under 35 U.S.C. 103(a) as being unpatentable over Shavit et al. (US Patent 4,799,156) in view of Microsoft Press Computer Dictionary and Merriam Webster's Collegiate Dictionary.

Shavit et al discloses a system for allocating responsibilities in a supply chain management framework, comprising:

Logic for receiving an agreement between a plurality of parties in a supply chain (such as an agreement made for closing all details of an urgent shipment coordinated with an agent, a source, and a shipping company as discussed in column 6, lines 52+; column 13 line 62+ discusses the conversion of a quote to an order and column 14 line 3 discusses seller's confirmation of the order which Examiner construes results in an "agreement");

Logic for identifying a plurality of terms of the agreement (terms of a request for quotation become terms of an agreement when/if later converted to an order; terms

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include all information relating to the agreement including the goods and payment of the goods, such as part #, item description, price, type of agreement, payment information, shipping information, finance information, etc, such as described in column 12, lines 54+); and

Logic for gathering and communicating the terms which outline and allocate responsibilities of the parties (for example the system gathers agreement terms from a buyer when the buyer enters a request for quotation including a product description as discussed in column 12 lines 54+; the system further gathers agreement terms when the system provides a bid to the buyer with a quote/price and delivery information as discussed in column 13 line 20 and line 35+ regarding master or umbrella purchasing agreements; responsibilities are allocated to the parties based on the terms such as the buyer by converting the request for quotation into an order, column 13 line 63, is allocated the responsibility to accept the goods and to pay the agreed price for the goods specified within the order; the seller is allocated the responsibility to provide the goods within the order on the specified delivery time when the seller confirms the order, column 14 line 3; the system allows for concurrent sessions with multiple parties such as an agent, a source, and a shipping company, column 6 lines 52+, with controlled access to information discussed in column 9 lines 43+; see also column 11 lines 11+ and column 15 line 4+ regarding concurrent communications for procurement of goods).

Shavit et al. is silent regarding the inclusion of brand information and specifically how the data is entered into the system and processed among the parties of an agreement and thus is silent regarding logic for parsing the terms into groups including

commercial terms and brand identity terms and thus the allocation of responsibilities among the parties based on parsing.

Merriam Webster's Collegiate Dictionary discloses that it is known in the art to describe a good by "brand" to identify goods, as a brand is defined as "a class of goods identified by name as the product of a single firm or manufacturer".

Microsoft Press Computer Dictionary discloses that it is known in the art to parse data to break input into smaller chunks so that a program can act upon the information (see definition of "parse" on page 355).

It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system of Shavit et al. with the ability to include agreement terms identifying goods by brand as taught by Merriam Webster's Collegiate Dictionary, in order to identify goods to be procured. Examiner construes that product terms including the brand are "brand identity terms".

It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the data including commercial terms and "brand terms" in the system of Shavit et al. and Merriam Webster's Collegiate Dictionary, as modified above, with the parsing of data as taught by Microsoft Press Computer Dictionary, in order to break the terms of the agreement into smaller chunks so that the system can act upon the information. For example "brand identity" terms include terms within the agreement relating to information such as the product brand, description and/or part number which are important and necessary information provided to parties responsible for procuring the goods and thus would be broken out (parsed) from the other terms for

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procurement purposes. These “brand identity terms” would be provided, for example, to the broker, distributor and supplier as they are responsible for providing the specific goods to the buyer. For example “commercial” terms include terms relating to price, payment, financing, and shipping, which identify responsibilities parties other than the parties providing the goods are responsible for. For example shipping requirements can be parsed in order to be provided to the buyer and the freight services/shipping company as they are responsible for providing and paying for the freight. Another example is that terms relating to financing can be parsed in order to be provided to the buyer, distributor, and banks and financial institutions for providing financial basis for payment. The parsing of term information is beneficial in that each party involved in the closing of a shipment agreement would receive **only** data relevant to their responsibilities within the shipment (for example some information such as the cost of shipping is not relevant to the supplier if they are not providing any shipping and thus the supplier would not need access to this information, additionally the distributor may not want the supplier to know what purchase price the buyer and the distributor agreed to and a buyer may not desire their financial resource terms shared with all parties).

(Regarding claim 9) where a first party is allocated the responsibilities outlined by the first group of terms and a second party is allocated the responsibilities outlined by the second group of terms (For example the first party could be a buyer which is allocated the responsibilities outlined by the “commercial terms” including the responsibility to pay the seller the agreement price for goods. And where a second party could be a seller which is allocated the responsibility outlined by the “brand



identity terms” including the responsibility to provide the specified goods by a specified date to the buyer, Shavit et al. column 14 line 36 discusses the buyer paying bills, column 11 line 17 discusses the seller's need to procure goods, in addition Examiner points out that these are inherent responsibilities of the parties based on the definition of a buyer and seller and would be specified within the agreement formed where the buyer is obligated to pay for goods which the seller is obligated to provide when a sales agreement is made).

(Regarding claim 10) Where the parties are allocated responsibilities outlined by one of the groups of terms. For example a buyer and a bank participating in a concurrent agreement (such as described in Shavit et al. column 14 line 39 where an agreement is signed between a buyer, distributor and the buyer's bank) are allocated responsibilities outlined by “commercial terms” which include the responsibility/commitment to pay the seller the agreed to price for the goods.

(Regarding claims 11-13) Where the agreement is received utilizing a network (Shavit et al. discloses a network in figure 2 and column 5 lines 51+).

(Regarding claims 12 and 13) Shavit et al., Merriam Webster's Collegiate Dictionary and Microsoft Press Computer Dictionary, as modified above, disclose the claimed system but are silent regarding the parsing being done automatically utilizing a template. Microsoft Press Computer Dictionary discloses that it is known in the art to provide a template to programs to provide a predesigned spreadsheet that contains formulas, labels and other elements (see definition of “template” on page 463). It would have been obvious to one having ordinary skill in the art at the time the invention was

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made to provide the system capable of parsing terms of Shavit et al., Merriam Webster's Collegiate Dictionary and Microsoft Press Computer Dictionary, as modified above, with the template taught by Microsoft Press Computer Dictionary, in order to provide a predesigned spreadsheet that contains formulas, labels and other elements for ease of data input and parsing of terms.

(Regarding claim 13) Where the responsibilities are allocated by transmitting electronic mail utilizing the network (Shavit et al. discloses mail services provided via the system for users to receive orders, bids, shipping advisories, invoices, etc. which allocate responsibilities to users, column 11 line 36 to column 12 line 26).

(Regarding claim 14) Where the agreement includes an operating agreement (Shavit et al. discloses master purchasing agreements in column 13 line 35 and umbrella agreements in column 13 line 40).

### ***Conclusion***

9. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Elaine Gort whose telephone number is (703)308-6391. The examiner can normally be reached on Monday through Thursday from 7:00 am to 5:30 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Robert Olszewski, can be reached at (703)308-5183. The fax phone

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number for the organization where this application or processing is assigned is  
(703)305-7687.

Any inquiry of a general nature or relating to the status of this application or  
proceeding should be directed to the receptionist whose telephone number is (703)308-  
1113.

A handwritten signature in black ink, appearing to read 'Elaine Gort', with a long horizontal flourish extending to the right.

Elaine Gort  
Examiner  
3627

June 7, 2004